

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE HUMAN RESOURCES DEPARTMENT

**REQUEST FOR PROPOSALS:
POLICE CHIEF SELECTION PROCESS
AND
ASSESSMENT CENTER
*RFP #15-123***

Submittal Due Date: June 18, 2015 at 10:30 a.m.

**JUNE 2015
Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS
REQUEST FOR PROPOSALS #15-123
POLICE CHIEF SELECTION PROCESS
AND
ASSESSMENT CENTER

TABLE OF CONTENTS

Page #

Cover Page		1
Table of Contents		2
Request For Proposal Invitation		3
Request For Proposals		
PART I	INTRODUCTION	4
PART II	OBJECTIVES	4
PART III	DECISION TO USE COMPETITIVE SEALED PROPOSALS	4
PART IV	INSTRUCTION TO PROPOSERS	4 -5
PART V	BACKGROUND	5
PART VI	SCOPE OF SERVICES	5-6
PART VII	ADDITIONAL REQUIREMENTS	6
PART VIII	PERFORMANCE TIMELINE	6
PART IX	PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS	6-7
PART X	SELECTION AND EVALUATION PROCESS	7-8
PART XI	MINIMUM EVALUATION CRITERIA	8
PART XII	COMPARATIVE EVALUATION CRITERIA	9-10
	A. EXPERIENCE	
	B. SIMILAR ASSESSMENT CENTERS	
	C. STAFF	
	D. PLAN OF SERVICES	
	E. REFERENCES	
	F. INTERVIEW	
PART XIII	RULE FOR AWARD	11
PART XIV	QUESTIONS AND INQUIRIES	11
ATTACHMENTS:		
A -	ORGANIZATIONAL CHART	12
B -	CERTIFICATE OF NON-COLLUSION	13
C -	CERTIFICATION OF AUTHORITY	14
D -	CERTIFICATION OF TAX COMPLIANCE	15
E -	PRICE PROPOSAL	16-17
F-	BIDDER'S QUALIFICATIONS AND REFERENCES FORM	18-19
G-	CONTRACT DOCUMENTS	20-24

END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #15-123**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

**POLICE CHIEF SELECTION PROCESS
AND
ASSESSMENT CENTER**

Proposals will be received until: ***10:30 a.m., Thursday June 18, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459.

Contract Documents will be available on the City's website: www.newtonma.gov/bids after: **10:00 a.m., on June 4, 2015.**
Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids .

Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and bid # (i.e. #15-123) they have downloaded.

The term of the contract shall extend from **July 1, 2015 through June 30, 2016.** There are no renewals or extensions.

The specific services solicited in this RFP are described in the Scope of Service page 5 & 6 and Contract Requirements at pp. 20-24 below.

As this is an RFP, proposers shall submit (i) a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requested made in the RFP.

All proposals shall be submitted in one ORIGINAL and five (5) COPIES. (In addition, a CD version of the Technical Proposal is requested, but not required.)

Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's website. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
June 4, 2015

****Please Note: Change in dates from what was originally advertised.***

REQUEST FOR PROPOSALS

POLICE CHIEF SELECTION PROCESS AND ASSESSMENT CENTER

PART I. INTRODUCTION

The City of Newton (hereinafter referred to as the “City”) is seeking to hire a new Police Chief. To achieve this end, the City will hire a consultant to recruit a pool of viable candidates, organize and conduct an assessment center, and provide a comprehensive background check for the recommended candidate.

The assessment center will be conducted in Newton at a location and on a day and time to be scheduled by the City. Between five (5) and eight (8) applicants will participate in the assessment center. Between three (3) and five (5) qualified candidates for the position of Police Chief will be presented to the Mayor and the Chief of Police Selection Committee for consideration.

The City will make available all information regarding the City of Newton and the Police Department including job descriptions, department personnel information, reports, and correspondence as may be necessary for the service provider’s successful conduct of both the search and the assessment center.

PART II. OBJECTIVES

The general objectives of this selection and hiring process are detailed as follows:

- A. To ensure the identification of a pool of competent candidates with proven leadership skills, management aptitude and technical expertise necessary to command and foster the Newton Police Department.
- B. To provide an assessment center which will clearly identify the strengths and/or weaknesses possessed by each candidate; and
- C. To provide a thorough background and employment check on the recommended finalist.

PART III. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for administration and management of a search to fill the post of the City’s Chief of Police. The City believes that the individual(s)/firm providing these services must have a broad range of experience with SELECTION of state and local public safety personnel. The RFP process will enable the city to provide higher ratings to candidates whose key project personnel have extensive experience providing similar services to other similarly situated cities and towns, particularly where they have been able to work within local objectives and policies and with a Police Department’s issues and goals.

PART IV. INSTRUCTIONS TO PROPOSERS

- A. Governing Law and Deadline for Submission: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 201, Newton Centre, MA 02459, **no later than 10:30 a.m., Thursday, June 18, 2015.**
- B. A responsive proposal shall consist of a Technical Proposal only made up of one (1) original, and five (5) paper copies. (In addition, a DVD version of the technical proposal is requested, but not required.).

Where information is requested, proposals must provide it in the same order of the as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed proposals will not be accepted.

- C. Questions: Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:

purchasing@newtonma.gov or facsimile (617) 796-1227
Nicholas Read, Chief Procurement Officer

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City's website at under the document ##15-123 and will be emailed or faxed to those listed on the Bidders' list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers and what RFP number you have downloaded.

ADDENDUM: Proposer shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of their Technical Proposal, as well as on the designated line provided in the Price Proposal.

- D. Examination of Documents: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. Procurement Timeline:
- | | |
|----------------------------|--|
| RFP Released : | Thursday, June 4, 2015 at 10:00 a.m. |
| Questions due: | Friday, June 12, 2015 at 12:00 noon |
| Addenda w/Answers: | Monday, June 15, 2015 at 3:00 p.m. |
| Proposal Submittal: | Thursday, June 18, 2015 at 10:30 a.m. |
- F. Proposal Format: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

PART V. BACKGROUND

Newton is in Middlesex County with a population of approximately 87,000, and a size of approximately 18 square miles.

The Newton Police Department currently includes 111 Patrol Officers, 20 Sergeants, 11 Lieutenants, 6 Captains, 1 Investigative Affairs Officer, 1 Executive Officer, 1 Police Chief, 52 Traffic Control personnel, 10 Parking Control Officers, 24 Dispatchers, for a total of 237 full time and part time personnel. There are also 35 volunteer Auxiliary Officers. The Department is managed by the Police Chief, Executive Officer, and the Investigative Affairs Officer. An organizational chart of the Department is set forth in Attachment - A. The Fiscal Year 2016 budget for the Police Department is \$20,037,272.

The Police Chief is appointed by the Mayor, with input from a statutorily-mandated Police Chief Selection Committee. The Police Chief is the appointing authority for all personnel in the Police Department, subject to the approval of the Mayor.

PART VI. SCOPE OF SERVICES

- A. The selection process will include meeting with the Mayor, and others as identified by the Mayor, to further define the competencies and qualities the City is looking to find in its next Chief.
- B. The selection process will include developing an advertising plan that will effectively and efficiently reach the top candidates for the position while remaining in compliance with EEOC selection standards.
- C. The selection process will include screening all applicants and providing outreach to viable applicants who might otherwise not apply for the position.
- D. The assessment center will incorporate a series of exercises which will evaluate, at a minimum, the following skills:

1. Decision Making
 2. Oral and Written Communication
 3. Customer Service (Internal and External)
 4. Leadership
 5. Organizational Management ability
 6. Budgeting
 7. Team Building
- E. A list of selection assessors and their credentials will be provided to the City in advance of scheduling the assessment center. The City reserves the right to exclude any selection assessor it deems not appropriate for the exercise.
- F. Present between three (3) and five (5) finalist candidates for the position of Police Chief to the Mayor and the Chief of Police Selection Committee for consideration.
- G. Conduct a thorough background and reference check of between three (3) and five (5) finalist candidates from the assessment center before being presented to the Mayor and the Police Chief Selection Committee. This should be completed within ten (10) days of final assessment. Background checks must include at least the following: credit history, criminal record history (nation-wide and sex offender registry, driving history, verification of schools attended, employers and all references).
- H. Prepare a written recommendation to the Mayor and the Police Chief Selection Committee ranking the top candidates to be submitted with the written results of the assessment center.
- I. Be available to the candidates throughout the selection, assessment center and hiring processes to clearly explain how the processes will work.
- J. Assisting the Mayor and/or the Police Chief Selection Committee, as required, with negotiations with the final candidates.

PART VII. ADDITIONAL REQUIREMENTS

- A. Meetings: Throughout the selection, assessment center, and hiring processes it is required that the consultant will communicate frequently with the Mayor and/or his designees. In addition, the consultant will be expected to meet with the Mayor and/or his designees and others, including the statutorily-mandated Police Chief Selection Committee, in person approximately five (5) times.
- B. Deliverables: The consultant is expected to provide two (2) copies of the results of the assessment center and two (2) copies of his/her written recommendation to the Mayor and the Police Chief Selection Committee.
- C. Expenses: All travel and related expenses associated with this project shall be included in the lump sum price proposal.
- D. Insurance: The successful consultant will indemnify the City of Newton at the time of contract execution against any and all losses and damages by the provision of liability insurance, required Worker's Compensation insurance, and such other coverage as may be required by law..

PART VIII. PERFORMANCE TIMELINE

The successful consultant must be ready to commence project work within twenty-one (21) calendar days of the contract award. Any deviation from this schedule must be clearly stated in the consultant's response to the proposal, and any delay to start should be negotiated between the parties. The selection process should be completed no later than October 31, 2015, unless the deadline is extended by mutual agreement.

PART IX. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

- A. Non-Price/Technical Proposal: All non-price proposals shall include the following information. No reference to the price of the services to be provided should be included anywhere in the non-price proposal.
1. Name, address, and telephone number of firm;

2. Name, telephone number, and email address of designated contact person for this project;
 3. A description of the general skills of the firm, including a description of the consultant's familiarity with selection, assessment center and hiring processes for leadership positions in the field of public safety.
 4. Resumes of the principal(s) who will be providing the services under this contract, including the number of hours each principal is expected to devote to this project;
 5. A Plan of Services describing the manner in which the consultant will fulfill the Scope of Services as outlined in Part III of this Request for Proposals and the proposed timetable for project completion.
 6. A list of at least five (5) projects of similar nature and magnitude performed by the consultant within the last three (3) years, including the client's name address, telephone number, contact person, and brief project description.
 7. Samples of work, such as a comprehensive proposal for another municipality, including a copy of an assessment center plan and subsequent recommendation.
 8. Signed Certificate of Non-Collusion and Statement of State Tax Compliance using the forms attached to this Request for Proposals.
- B. Price Proposal: Bidders shall submit in a separate, sealed envelope one (1) signed lump sum Price Proposal. The Price Proposal should include the form found in Attachment E. The lump sum amount must include all related costs, including travel, photocopying, mailing, telephone. All proposals must be submitted no later than **10:30 a.m., Thursday, June 18, 2015** at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459.
- C. The City may waive any minor informalities, as defined in Section 2 of Chapter 30B, in the proposal process, or allow the vendor to correct them. Other minor errors will be clarified in the spirit and letter of Chapter 30B.
- D. Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this RFP may be rejected.

No reference to the cost of services provided should be included in any section of a the non-price proposal.

PART X. SELECTION AND EVALUATION PROCESS

There will be no public opening of submitted proposals. Following the deadline for receipt of proposals the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the Minimum Evaluation Criteria, below.

Proposals that do not demonstrate compliance with the Minimum Criteria may be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the six (6) Comparative Criteria below.

The City of Newton reserves the right to waive minor informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals the Price Proposals will be opened, whereupon a contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

PART XI. MINIMUM EVALUATION CRITERIA

- A. Consultants must have at least three (3) years experience in conducting comprehensive assessment centers for Police Chiefs, including all elements identified in this RFP.
- B. Consultants must have completed at least five (5) comprehensive assessment centers for Police Chiefs, including all elements identified in this RFP.
- C. A statement that Consultants will follow the “Guidelines for Ethical Considerations for Assessment Center Operations” by the International Task Force on Assessment Center Guidelines will be provided.
- D. In addition the proposer must provide the following additional Minimum Criteria documents, duly completed and signed:
 - 1. Bidder’s Qualifications And References Form
 - 2. Certificate of Tax Compliance
 - 3. Certificate of Non-Collusion
 - 4. Debarment Letter
 - 5. IRS Form W-9
- E. To the extent that a Minimum Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

PART XII. COMPARATIVE EVALUATION CRITERIA

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Proposals which meet the Minimum Criteria will be evaluated based on the following comparative criteria:

A. EXPERIENCE

Highly Advantageous: Consultant has ten (10) or more years experience in planning and implementing assessment centers for Police Chiefs.

Advantageous: Consultant has more than five (5) but less than ten (10) years experience in planning and implementing assessment centers for Police Chiefs.

Not Advantageous: Consultant has more than three (3) but less than five (5) years experience in planning and implementing assessment centers for Police Chiefs.

B. SIMILAR ASSESSMENT CENTERS

Highly Advantageous: Consultant has completed more than ten (10) similar assessment centers comparable to this project.

Advantageous: Consultant has completed more than five (5) but less than ten (10) similar assessment centers comparable to this project.

Not Advantageous: Consultant has completed less than five (5) similar assessment centers comparable to this project.

C. STAFF

Highly Advantageous: Consultant assigns a principal consultant to the project who has participated in at least ten (10) comparable assessment centers.

Advantageous: Consultant assigns a principal consultant to the project who has participated in at least five (5), but less than ten (10) comparable assessment centers.

Not Advantageous: Consultant assigns a principal consultant to the project who has participated in less than five (5) comparable assessment centers.

D. PLAN OF SERVICES

Highly Advantageous: Consultant has a well-defined and developed Plan of Services in response to this Request For Proposals and demonstrates a clear understandable implementation strategy.

Advantageous: Consultant has a sufficiently defined and developed Plan of Services in response to this Request For Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous: Consultant has an inadequately defined and developed Plan of Services in response to this Request For Proposals and demonstrates an undefined implementation strategy.

E. REFERENCES

Highly Advantageous: Consultant provides five (5) or more references who give the consultant an overall rating of “highly advantageous.”

Advantageous: Consultant provides more than three (3), but less than five (5) references whom give the consultant an overall rating of “advantageous.”

Not Advantageous: Consultant provides references and one (1) of whom rates the consultant as “not advantageous.”

F. INTERVIEW

Highly Advantageous: Consultant receives an overall rating of “highly advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills.

Advantageous: Consultant receives an overall rating of “advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills.

Not Advantageous: Consultant receives an overall rating of “not advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills.

PART XIII.**RULE FOR AWARD**

The contract will be awarded to that proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the price and non-price proposals. The City reserves the right to reject any and all proposals as determined to be in the best interests of the City.

PART XIV.**QUESTIONS AND INQUIRIES**

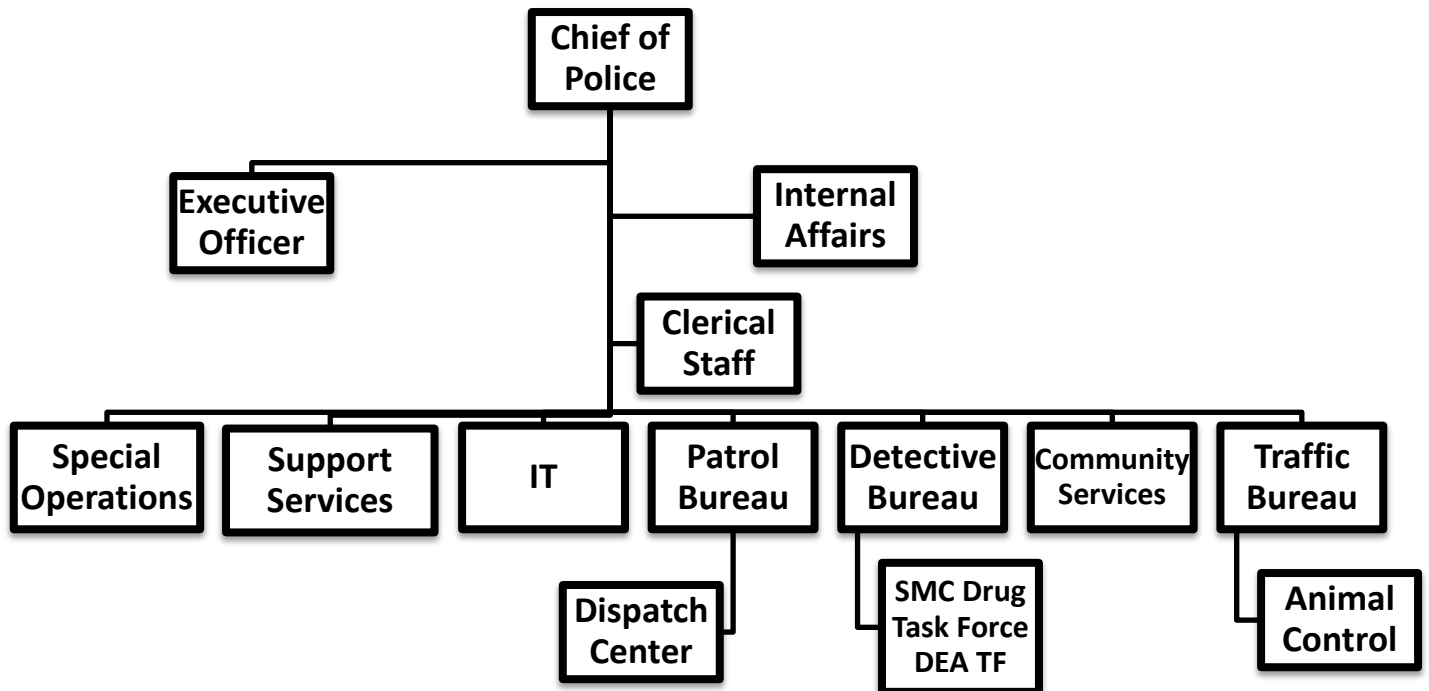
It is the responsibility of the Consultant to inquire about and question any material contained in this Request for Proposals which is not fully understood or that is believed to be susceptible to more than one interpretation. Any inquiries or requests for clarification regarding this Request for Proposals should be submitted in writing, addressed to:

Nicholas Read, Chief Procurement Officer
Newton City Hall
Purchasing Department, Room 201
1000 Commonwealth Ave.
Newton Centre, MA 02459

If any response to such inquiries affects the content of this Request for Proposals, then the City shall provide its response in writing, with a copy to each Consultant who has received this Request for Proposals.

ATTACHMENT – A

NEWTON POLICE DEPARTMENT
ORGANIZATIONAL CHART



ATTACHMENT – B

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT – C

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **proposal**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **proposal**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX*
(Signature of **Clerk or Secretary**)* *CORPORATE*
SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **proposal**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTACHMENT – D

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT – E

PRICE PROPOSAL

RFP #15-123 for Police Chief Selection Process and Assessment Center

This form must be completed and placed, within your price proposal and ensure your envelope is marked:

“PRICE PROPOSAL: RFP #15-123 for Police Chief Selection Process and Assessment Center”

- A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

POLICE CHIEF SELECTION PROCESS AND ASSESSMENT CENTER

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The contract price(s) for the services described in RFP \$15-123 is as follows:

_____ and _____
(Written Word) (Numerical)

COMPANY NAME _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- E. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

/_____
(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

ATTACHMENT – F

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

ATTACHMENT – G

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

AGREEMENT

CONSULTANT SERVICES FOR POLICE CHIEF SELECTION PROCESS AND ASSESSMENT CENTER

This Agreement (“Agreement”) is made this day of _____, 20____ by and between XXXX (“Consultant”), with offices at XXXXX and the City of Newton (the “City”), Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459, acting by and through its, but without personal liability to XXX.

WHEREAS, the City desires the services of a qualified consultant to XXXX (the “Project”); and

WHEREAS, the CONSULTANT has proposed to provide such services and has represented that it is qualified to do so;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. INCORPORATION OF DOCUMENTS

The following documents, copies of which are attached hereto as **Exhibit A** and **Exhibit B**, are incorporated as part of this Agreement:

- a. City of Newton’s Request for Proposal No. #15-123, dated _____ issued by, Chief Procurement Officer (“RFP”); and
- b. Technical and Price Proposal of _____ dated _____, 20____ (hereinafter, “CONSULTANT’S Proposal”).
- c. CONSULTANT’S Response to Request for Proposal, dated _____, 20____.
In the event that any provision of this Agreement conflicts with or is inconsistent with any provision in the City’s RFP or the Consultant’s Response to Request for Proposal, the parties intend to be bound by the provisions set out in this Agreement.

2. SCOPE OF SERVICES

The Consultant shall perform the professional services as described in **Exhibit C**. All such professional services shall be carried out in a manner and quality that meets or exceeds the standards of Consultant’s profession, as well as to the satisfaction of the City.

3. SCHEDULE

The Consultant must be ready to commence project work within twenty-one (21) calendar days of the contract award. Work shall be performed in accordance with the following schedule:

July 15, 2015:	Chief of Police position posted
August 15, 2015:	Application Deadline
October 1, 2015 :	Deadline for completion of interviews
October 15, 2015:	Between three (3) and five (5) qualified finalists presented to Mayor and Police Chief Selection Committee
October 31, 2015:	Selection process completed

Any deviation from this schedule must be clearly stated in the consultant's response to the proposal, and any delay to start should be negotiated between the parties.

4. PAYMENT AND PAYMENT PROCEDURES

The City shall pay the Consultant the sum of (\$) Dollars for performance of the services to be provided pursuant to this Agreement.

The City shall pay the Consultant a fee of (\$) Dollars for satisfactory completion of the work to be performed in Phase One.

The fee shall be paid in xxxx (x) equal amounts of (\$) Dollars each. The first payment shall be due upon completion of xxxxxx; the second payment shall be due upon completion of xxxxxxxx; the final payment shall be due upon completion of xxxxxx.

Upon completion of the work to be done for each payment, the Consultant shall send to the City an invoice documenting the work done and the dates when such work was performed.

Payment of the above sum shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Consultant in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Consultant. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Consultant shall only be entitled to compensation in accordance with the provisions of Section 6 or Section 7 below, whichever is applicable.

5. TERM OF AGREEMENT

The term of this Agreement shall run from the date of execution to the completion of the services required, but in no case shall the term of this Agreement extend beyond June 30, 2016.

6. TERMINATION FOR CAUSE

If, for any cause, the Consultant fails to fulfill in a timely manner its obligations under this Agreement, or if the Consultant violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

7. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Consultant shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

8. INDEMNIFICATION

The Consultant shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

9. RELATIONSHIP OF THE PARTIES

The Consultant shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.

10. NONDISCRIMINATION

The Consultant agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

11. Conflict of Interest: The Consultant shall comply with the provisions of Chapter 268 of the Massachusetts General Laws relating to Conflict of Interest as it applies to municipal employees, including but not limited to filing with the City a §23(b)(3) Disclosure Form in the case where a reasonable person could conclude that a municipal employee could unduly enjoy the Consultant's favor or improperly influence the Consultant in the performance of the Scope of Services set forth herein, or that the Consultant is likely to act or fail to act as a result of kinship or the rank, position or undue influence of some party or person. A 23(b)(3) Disclosure Form is set forth in **Exhibit D**.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Consultant is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

13. CERTIFICATIONS BY CONSULTANT

By executing this Agreement, the Consultant certifies, under penalties of perjury:

- a. That the Consultant's bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- b. That the Consultant has neither presently, nor during the period of this Agreement, will have any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, nor shall any person having any such interest be employed by the Consultant to perform the work called for in this Agreement.

14. COMPLIANCE WITH LAWS & GOVERNING LAW

The Consultant shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work called for under this Agreement. The Parties hereby agree that this Agreement has been executed and delivered in the Commonwealth of Massachusetts and shall be construed, enforced and governed by the laws thereof.

15. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

16. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto set its hands and seals in quintuplicate on the dates set forth below.

(Insert Consultant's Name)

By: _____ date: _____

CITY OF NEWTON

By: _____ date: _____

By: _____ date: _____
Chief Procurement Officer

I hereby certify that funds in the amount of \$ _____ are available in account _____ # _____ for payment under this Agreement.

_____ date: _____
David C. Wilkinson, Comptroller of Accounts

Approved as to legal form and character:

_____ date: _____
Assistant City Solicitor

APPROVED:

_____ date: _____
Setti D. Warren, Mayor or his designee

EXHIBIT A

[City of Newton RFP 15-123]

EXHIBIT B

[Proposer's Technical and Price Proposals]

EXHIBIT C

SCOPE OF WORK

1. In General:

The general objectives of this **selection** and hiring process are as follows:

To ensure the **selection** of a pool of competent candidates with proven leadership skills, highest integrity, management aptitude and technical expertise necessary to command and foster the Newton Police Department.

To provide an assessment center which will clearly identify the strengths and/or weaknesses possessed by each candidate; and

To provide a thorough background and employment check on the recommended qualified finalist candidates.

2. Recruitment Process:

- A. The selection process will include meeting with the Mayor, and others as identified by the Mayor, to further define the competencies and qualities the City is looking to find in its next Chief.
- B. The selection process will include developing an advertising plan that will effectively and efficiently reach the top candidates for the position while remaining in compliance with EEOC recruitment standards.
- C. The selection process will include screening all candidates and providing outreach to viable candidates who might otherwise not apply for the position.
- D. The assessment center will incorporate a series of exercises which will evaluate, at a minimum, the following skills:
 - Decision Making
 - Oral and Written Communication
 - Customer Service (Internal and External)
 - Leadership
 - Organizational Management ability
 - Budgeting
 - Team Building
- E. A list of selection assessors and their credentials will be provided to the City in advance of scheduling the assessment center. The City reserves the right to exclude any selection assessor it deems not appropriate for the exercise.
- F. Conduct a thorough background and reference check of the up to five (5) qualified finalist candidates from the assessment center before being presented to the Mayor and the Police Chief Selection Committee. This should be completed within ten (10) days of final assessment. Background checks must include at least the following: credit history, criminal record history (nation-wide and sex offender registry, driving history, verification of schools attended, employers and all references).
- G. Present up to five (5) qualified finalist candidates for the position of Police Chief to the Mayor and the Chief of Police Selection Committee for consideration.
- H. Prepare a written recommendation to the Mayor and the Police Chief Selection Committee ranking the top candidates to be submitted with the written results of the assessment center.
- I. Be available to the candidates throughout the selection, assessment center and hiring processes to clearly explain how the processes will work.
- J. Assisting the Mayor and/or the Police Chief Selection Committee, as required, with negotiations with the final candidates.

3. Additional Requirements:

Meetings: Throughout the selection, assessment center, and hiring processes it is required that the consultant will communicate frequently with the Mayor and/or his designees. In addition, the consultant will be expected to meet with the Mayor and/or his designees and others, including the statutorily-mandated Police Chief Selection Committee, in person approximately five (5) times.

Deliverables: The consultant is expected to provide two (2) copies of the results of the assessment center and two (2) copies of his/her written recommendation to the Mayor and the Police Chief Selection Committee.

Expenses: All travel and related expenses associated with this project shall be included in the lump sum price proposal.

EXHIBIT D

[M.G.L. C. 268, §23(B)(3) Disclosure Form]